



STATE OF UTAH CONTRACT NUMBER: **MA1917** May 10, 2006

Revision number: 1

Purchasing Agent: Jared Gardner
(801) 538-3342

Item: COMPUTERS-MANUFACTURER DIRECT (WSCA) –Energy Star Compliant

Vendor: 970063A

Lenovo (United States) Inc
8123 S. Hardy Drive
Tempe, AZ 85284

Internet Homepage:

<http://www.pc.ibm.com/us/government/wscanaspo.html>

Telephone:

(877) 338-4465, extension 6420

Fax Number:

(480) 776-8754

Contact:

Ian Golkar

Email Address:

igolkar@directlenovo.com

Brand/trade name:

Lenovo

Price:

See attached

Terms:

NET 30

Effective Dates:

07/01/05 through 08/31/07

Days required for delivery:

10-14 days after receipt of order

Minimum order:

One

Min shipment without charges:

FOB Destination

Contract renewal options:

Potential renewals through 08/31/09

Two (2) One (1) year terms

Please note change of outside sales representative, change in internet ordering address, and per unit/configuration limit to \$100,000.

This is a multiple award contract. Please review the following contracts for optimal pricing, delivery and service before making your purchasing decision: **MA-1137 (DELL)**, **MA-575 (GATEWAY)**, **MA-432 (HP)**, and **MA-1817 (MPC-G)**. Document purchasing decision.

Outside Sales Representative

Rick Marshall
1548 E. Barbarita Ave.
Gilbert, AZ 85234
Tel 480-275-6901
Mobile 602-791-6985
marshallr@lenovo.com



Scope of Contract

Workstation PC's, Laptops, Tablet PC's, Printers, File/Print Servers, are available for purchase under this contract.

Pricing listed on the web page for this vendor is the maximum price per single item. If you are in need of multiple units you can often achieve better pricing by sending this request to the contract's contact for a quote. The greater the quantity, and more standardized your configurations are, will reduce the quote. Also soliciting competing quotes among the different manufactures will also lead to more aggressive pricing.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Software listed on the Lenovo's webpage is not available under this contract and should not be purchased. Please see contracts MA-362, MA-371, MA-1448, and MA-1449 for off the shelf software and see the appropriate contract for enterprise managed licenses programs.

This agreement is NOT for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations should not exceed \$1000,000.00 each. However, this does not limit how many items or the total dollar limit on any given purchase.

Ordering and Pricing

For contract configurations, part numbers, product description and pricing:

<http://www.pc.ibm.com/us/government/wscanaspo.html>

All orders are to be issued directly to:

Lenovo (United States) Inc.
8123 S. Hardy Drive
Tempe, AZ 85284

All payments are to be issued to:

Lenovo (United States) Inc.
P.O. Box 643055
Pittsburgh, PA 15264-3055

Servicing Subcontractors:

Only those Lenovo Business Partners authorized by Lenovo are eligible to support the Lenovo WSCA/NASPO Master Price Agreement. Lenovo Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by Lenovo for the WSCA/NASPO Master Price Agreement. Eligible products include ThinkCentre commercial desktop systems, ThinkPad notebooks, ThinkVision Products, Lenovo options, and Express Models.



All Participating Entity orders and payments are to be directly with Lenovo and each Purchase Order at time of order placement must include the quoting Business Partner's Location ID (LOCID) and identify the WSCA/NASPO Master Price Agreement number. Inclusion of the LOCID on the Purchase Order will result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

Lenovo may add or delete eligible Products, Business Partner authorizations, including withdrawal of all such authorizations, upon 30 days' written notice to the Participating Entity.

The Master Price Agreement number A74813 and State contract Number MA-1917 **must** be shown on all purchase orders issued against this contract.

Perpetual Microsoft Software Licenses:

For State Agencies, perpetual Microsoft Software licenses are available through contract AR1724 with En Pointe Technologies. Software orders are to be placed on a separate purchase order per instructions on that contract.

PC stores contracts please see: MA-362, MA-371, MA-1448, and MA-1449

FINET COMMODITY CODE(S):

20413000000 Cables: Printer, Disk, Network, Etc.

20416000000 Chips: Accelerator, Graphics, Math Co-processor, Memory (Ram and Rom), Network, Etc.

20419000000 Communication Boards: Fax, Modem (Internal), Etc.

20424000000 Controllers, Programmable: Industrial Control Devices, Robots, Etc.

20428000000 Data Entry and Remote Job Entry Devices, Voice Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, Etc.

20433000000 Drives, Compact Disk (Cd Rom, Etc.)

20434000000 Drives, Floppy Disk

20435000000 Drives, Hard/fixed Disk

20437000000 Drives, Tape

20442000000 Expansion/accelerator Boards: Memory, Processor, Etc.

20453000000 Microcomputers, Desktop or Towerbased

20454000000 Microcomputers, Handheld, Laptop, and Notebook

20455000000 Microcomputers, Multi-processor

20458000000 Modems, External, Data Communications

20460000000 Monitors, Color and Monochrome (Cga, Vga, Svcga, Etc.)

20464000000 Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/ports, Hubs, Line Drivers, Msas, Routers, Transceivers, etc

20468000000 Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Etc.

20484000000 Retrieval Systems, Computer Assisted: Indexing, Retrieval (Cd Rom Jukebox, Etc.) And Access Systems

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT
LENOVO (United States) Inc.
Contract Number A74813

STATE OF UTAH
UTAH CONTRACT NUMBER "TBD MA-1917"

1. Scope

This is a contract for furnishing supplies, services, and equipment to the State of Utah government departments, institutions, agencies and political subdivisions, (i.e., universities, colleges, counties, cities, towns, school districts, special service districts, etc.)

2. Changes:

The following clauses are to be added:

1. AUTHORITY: Provisions of this participating addendum are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

3. AMENDMENTS: The terms of this participating addendum will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

4. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

5. CANCELLATION: This participating addendum may be canceled by either party without cause upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the participating agreement due to Contractor default may be immediate, with an opportunity to cure the default for a period of 30 days from notification.

6. TAXES: The State of Utah and its political subdivisions are exempt from paying sales and use tax. The State of Utah's sales and use tax exemption number is E33399. The State of Utah's Federal excise exemption number is 87-780019K.

7. REPORTS AND FEES: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision. The report shall be followed by a check payable to Utah Division of Purchasing for an amount equal to 0.0010 of the gross Utah sales for the quarterly period.

8. PAYMENT: Purchasers shall make a good faith effort to pay invoices within 30 days from date of invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card". All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

9. PUBLIC INFORMATION: Contractor agrees that this participating addendum and the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

10. ADDITIONAL SERVICES: Professional services purchased by the customer must be related to and/or associated with the purchase of the product pursuant to this Participating Addendum.

11. LEASE AGREEMENTS: Leasing is not an option under this agreement.

12. INDIVIDUAL CUSTOMERS: Each State agency and each political subdivision, as a State Entity, that uses this will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

13. PRECEDENCE OF DUPLICATE TERMS AND CONDITIONS: When a term or condition is located in both the master price agreement and the exhibits of the master price agreement; the master price agreement term or condition will take precedence.

14. SOFTWARE: Software, with the exception of products necessary for a machine to operate its most basic functions, is not included within the scope the contract.

3. Primary Contact:

The primary participating entity contact for this participating addendum is as follows:

Name: Jared Gardner C.P.M., Purchasing Agent
Participating Entity Name: State of Utah
Address: 3150 State Office Building, Salt Lake City, UT 84114
Telephone: 801.538.3026 Fax: 801.538.3882
E-mail: jaredaardner@utah.gov

The primary Contractor contact for this participating addendum is as follows:

Name: Dale R. Doane, Public Sector Marketing Manager
Contractor: Lenovo (United States) Inc
Address: 800 N. Frederick Avenue, Gaithersburg MD 20879
Telephone: 301-240-2838
Fax: 301-240-2550
E-mail: drdoane@us.Lenovo.com

4. Servicing Subcontractors:

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8123 S. Hardy Drive
Tempe, AZ 85284

And all payments are to be issued to:
Lenovo (United States) Inc.
PO Box 643055
Pittsburgh, PA 15264-3055

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum. The effective date of this Addendum is July 1, 2005.

Entity Name: **State of Utah**

Contractor: **Lenovo (United States) Inc.**

By: _____



By: _____



Name: _____

Douglas Richins

Name: _____

Dale R. Doane

Title: _____

Director of Purchasing

Title: _____

Public Sector Marketing Manager

Date: _____

6/6/05

Date: _____

5/31/5